to obstructions which are fixed and stationary, and does not apply to such as require the exercise of the governmental power over the conduct of others. *Cf. Bartlett v. Hooksett* (1868) 48 N. H. 18. But although mere failure to prevent this latter class of obstruction is not a breach of this municipal duty, yet encouraging dangerous conduct by express license does impose a liability. *Little v. Madison* (1880) 49 Wis. 605, 6 N. W. 249; *Johnson v. New York* (1906) 186 N. Y. 139, 78 N. E. 715 (automobile race); but see *Marth v. Kingfisher* (1908) 22 Okla. 602, 98 Pac. 436. It seems, however, that the conduct licensed must be a nuisance *per se*. *Burford v. Grand Rapids* (1884) 53 Mich. 98, 18 N. W. 571. The municipal immunity in the principal case may be explained on the ground that the jury found that the race run was not the one scheduled and thus licensed.

CORPORATIONS—MUNICIPAL CORPORATIONS—TERM OF OFFICE—RESIGNATION.—The respondent was elected to the office of recorder for the term of one year, ending July 10, 1919. The statute creating that office provided that the incumbent should not "be eligible to any other office in the city of Athens during the term of his office as recorder." On August 7, 1918, he resigned to accept an appointment by the Mayor on the Civil Service Commission. *Quo warranto* proceedings were then instituted. *Held,* that the respondent was ineligible to any other office for the whole year for which he was elected to office of recorder. *Rowe v. Tuck* (1919, Ga.) 99 S. E. 303.

The phrase "his term of office" is ambiguous and when in connection with constitutional limitations or statutory disabilities raises the question of legislative intent. It may be used in connection with a disability whch is personal to the incumbent. *State ex rel. Bashford v. Frear* (1909) 138 Wis. 536, 120 N. W. 216. Or in connection with a disability attached to the office. *Foreman v. McEwen* (1904) 209 Ill. 567, 71 N. E. 35 (constitutional prohibition of change of salary). Ordinarily a "term of office" is an entity, separate and distinct from all other terms of the same office. *Thurston v. Clark* (1895) 107 Calif. 285, 40 Pac. 435. It means a fixed and definite period of time. *Polk v. Galusha* (1905) 74 Neb. 188, 104 N. W. 197; *State ex inf. Major ex rel. Sikes v. Williams* (1909) 222 Mo. 268, 121 S. W. 64. This fixed period of time cannot be altered by resolution of appointment. *Stadler v. Detroit* (1865) 13 Mich. 346; *State v. Brady* (1885) 42 Oh. St. 504. It is not the same as "right of incumbency," which may have come to an end although the term still exists. *Palmer v. Commonwealth* (1906) 122 Ky. 693, 92 S. W. 588. In such a case, the one who succeeds to the right of incumbency merely completes the unexpired term. *Baker v. Kirk* (1870) 43 Ind. 517; *Jameson v. Hudson* (1886) 82 Va. 279. The disability in the principal case is one personal to the incumbent. When a personal disability is imposed by ouster, it has been held to extend over the whole period of the term. *State v. Rose* (1906) 74 Kan. 262, 86 Pac. 296. The court in holding that the respondent cannot diminish the period of his disability, by voluntary resignation, seems to have arrived at a sound conclusion.

CRIMINAL LAW—ASSAULT WITH INTENT TO RAPE—SUBSEQUENT YIELDING.—Defendant was convicted of assault with intent to rape. He took exceptions to the refusal of the trial court to give instructions that the defendant could not be found guilty of assault with intent to rape, if the prosecutrix yielded after the assault, to sexual intercourse with the defendant, because of desire and not through fear or inability to resist further. *Held,* that the instruction